

RETAIL INSTALLMENT CONTRACT



Graceland / Fairlawn Cemeteries

Buyer's Name PETTY R. WASSNER
 Buyer's Address BOX 206 Tel. No. H 317-764-4092
W. LEBAND City IN State IN Zip Code 47991 Tel. No. B _____

Undersigned Seller sells and agrees to furnish and undersigned Buyer (if more than one, jointly and severally) purchases, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES HEREOF, the following goods and services, indicated by checking the item, at the time of need, at the prices set forth below. Buyer acknowledges that Seller has offered to sell the below described goods and services for the cash sale price indicated but Buyer has elected to purchase on the terms and upon the conditions of this contract. Buyer certifies the credit information submitted by him is complete and correct.

- Lawn Crypt Companion Single Sec. _____ Lot _____ Sp. _____ \$ _____
- Lot: No. of Spaces Sec. _____ Lot _____ Sp. _____ \$ _____
- Memorialization Restrictions _____
- Mausoleum Crypt Companion Single Star of Hope Max. Casket Size 24½H 31W Sec. _____ Tier _____ Crypt _____ \$ _____
- Fairlawn Mausoleum Max. Casket Size 23¾H 29¾W
- Endowed Care Deposit included in price of Space and/or Crypt
- Container Type _____ No. _____ \$ _____
- Memorial Companion Single Type: TOMB LEVEL \$ 549.00
- Installation & Care of Memorial Included in Price of Memorial.
- Interment & Recording fee \$ _____
- Other _____ \$ _____

Subtotal \$ 549.00
 Sales Tax \$ 27.45
 Total Cash Price \$ 576.45

MEMORIAL INFORMATION

FAMILY NAME: <u>3-31-77</u>		JOB ORDER DATE		
DESIGN OR DUPLICATION <u>SIERRA ROSE - M202V</u>				
APPROXIMATE GENERAL DIMENSIONS & FINISH	NUMBER <u>80632</u>	MATERIAL <u>TRINITY BRONZE</u>		
DIE _____	FINISH _____			
BASE _____	FINISH _____			
MARKER <u>34x14 - WITH VASE</u>	FINISH <u>LIGHT</u>			
STYLE OF LETTERS <u># 2</u>	CONTOUR _____	SETTING INFORMATION		
<u>WILHA HAMERRECHT</u> <u>JULY 15 1908</u> <u>OCT 26 1982</u>		CEMETERY <u>GRACELAND</u>		
		ADDRESS _____		
		SECTION <u>R</u>	LOT <u>21</u>	SPACE <u>7</u>
		FAMILY NAME FACES <u>N S E W</u>		
		DATES INCLUDED IN PRICE <input checked="" type="checkbox"/>		
SPECIAL INSTRUCTIONS — EMBLEMS		DATES AT NEED <input type="checkbox"/>	STORAGE PLAN <input type="checkbox"/>	
VASE: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		INSTALLED WHEN PAID FOR <input checked="" type="checkbox"/> <u>AT OPTION</u>		
Memorial information checked and approved by customer: <input checked="" type="checkbox"/>				

DEED INFORMATION (PLEASE PRINT)

BUYER SHALL PAY THE TOTAL OF PAYMENTS IN _____
 CONSECUTIVE MONTHLY PAYMENTS ON THE _____

(1) CASH PRICE	<u>576.45</u>
(2) CASH DOWN PAYMENT	

DAY OF _____, 19____ AND ON THE SAME DAY OF EACH MONTH THEREAFTER, EACH PAYMENT TO BE IN THE AMOUNT OF \$ _____ EXCEPT THE FINAL PAYMENT WHICH SHALL BE \$ _____.

IN THE EVENT ANY SUCH PAYMENT BECOMES DELINQUENT, AND SUCH DELINQUENCY SHALL HAVE CONTINUED FOR 10 DAYS OR MORE, THE BUYER AGREES TO PAY A DELINQUENCY CHARGE OF 5% OF THE DELINQUENT PAYMENT, OR \$5.00, WHICHEVER IS LESS, OR INTEREST AFTER MATURITY ON EACH SUCH PAYMENT NOT TO EXCEED THE HIGHEST LAWFUL CONTRACT RATE.

THE SELLER RETAINS A SECURITY INTEREST IN THE PROPERTY DESCRIBED TO SECURE THE PROMPT PERFORMANCE OF ALL BUYER'S OBLIGATIONS HEREIN.

IN THE EVENT OF PREPAYMENT OF THE OBLIGATIONS HEREIN, BUYER WILL RECEIVE A REBATE OF ANY UNEARNED PORTION OF THE FINANCE CHARGE COMPUTED BY THE SUM-OF-THE-DIGITS METHOD COMMONLY KNOWN AS THE RULE OF 78, SUBJECT TO AN ACQUISITION CHARGE IN THE AMOUNT OF \$12.00. WHERE THE REBATE IS LESS THAN \$1.00, NO REFUND WILL BE GIVEN.

GRACELAND/FAIRLAWN CEMETERIES
2101 N. Oakland — Decatur, Illinois 62525

THIS CONTRACT IS SUBJECT TO ACCEPTANCE BY AN OFFICIAL OF GRACELAND/FAIRLAWN CEMETERIES.

Verified By _____

Accepted: _____
SELLER (Secured Party) DATE

TRADE-IN Describe: TOTAL DOWN PAYMENT	576.45
(3) UNPAID BALANCE OF CASH PRICE (Item 1.—Item 2)	-0-
(4) OTHER CHARGES: CREDIT LIFE _____	-0-
TOTAL OF OTHER CHARGES	
(5) UNPAID BALANCE ON PRIOR CONTRACT LESS: UNEARNED FINANCE CHARGE NET BALANCE ON PRIOR CONTRACT	-0-
(6) UNPAID BALANCE which is the AMOUNT FINANCED (Item 3 + Item 4 + Item 5)	-0-
(7) FINANCE CHARGE (Credit service charge or time price differential)	-0-
(8) TOTAL OF PAYMENTS (Item 6 + Item 7)	-0-
(9) DEFERRED PAYMENT PRICE (Item 1 + Item 4 + Item 7)	576.45
(10) ANNUAL PERCENTAGE RATE	-0-

INSURANCE AUTHORIZATION — READ BEFORE SIGNING

BUYER ACKNOWLEDGES THAT: 1) CREDIT LIFE COVERAGE IS NOT REQUIRED BY THE SELLER IN CONNECTION WITH THIS CONTRACT. 2) AS STATED IN ITEM 4 HEREIN, THE COST OF (PREMIUM FOR) CREDIT LIFE INSURANCE IS _____, IF OBTAINED THROUGH THE SELLER. 3) BUYER MAY OBTAIN THE INSURANCE THROUGH A PERSON OF HIS CHOOSING. 4) BY SIGNING DIRECTLY BELOW, BUYER HEREBY ELECTS TO OBTAIN THE INSURANCE INDICATED BY THE PREMIUMS STATED HEREIN AND AUTHORIZES THE SELLER TO OBTAIN THE SAME ON BUYER'S BEHALF. 5) BUYER HAS RECEIVED A COPY OF THE NOTICE OF PROPOSED INSURANCE ON THE REVERSE SIDE OF BUYER'S COPY OF THIS CONTRACT. 6) ONLY THE BUYER WHOSE SIGNATURE APPEARS DIRECTLY BELOW WILL BE INSURED.

BUYER X _____ AGE _____ DATE _____, 19____

BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN THE SELLER'S PLACE OF BUSINESS: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND UNDER CERTAIN CIRCUMSTANCES OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

REFERENCE IS MADE TO THE GENERAL TERMS ON THE REVERSE SIDE HEREOF, SUPPLEMENTS AND OTHER ATTACHMENTS, HERETO WHICH CONSTITUTE AND ARE MADE A PART OF THIS AGREEMENT.

THIS AGREEMENT IS SIGNED IN QUADRUPPLICATE ON THE DATE ABOVE WRITTEN, AND SHALL BIND AND INURE TO THE BENEFIT OF THE RESPECTIVE PARTIES HERETO AND EACH OF THE RESPECTIVE SUCCESSORS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

BUYER'S ACKNOWLEDGMENT

I ACKNOWLEDGE RECEIPT OF AN EXACT AND FULLY COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT, EXECUTED BY BOTH THE BUYER AND THE SELLER, AND THE NOTICE OF CANCELLATION ATTACHED.

Buyer: X Betty B. Waggoner Date 11/24/82

RETAIL INSTALLMENT CONTRACT

BUYER
SIGN HERE
Signed X Betty B. Waggoner Date 11/24/82
(Buyer-Debtor)
Signed X _____
(Buyer-Debtor)

Seller's Representative [Signature]

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

TERMS AND CONDITIONS

1. If it becomes necessary for the Buyer of a pre-developed or pre-constructed burial site to use said burial site for interment prior to the opening the burial site for interments, the Buyer is guaranteed exchange of the pre-developed or pre-constructed burial sites with the same number of available sites to be selected by the Buyer or his representative anywhere in the cemetery. Burial site shall include spaces, crypts, or niches, of whatever kind or character.
2. The use of the cemetery deed, when issued, shall be and remain subject to the Rules and Regulations now in effect or hereafter adopted from time to time by the Seller for the government, control and management of said Cemetery and Buyer (and his successors and assigns) shall comply therewith. Buyer expressly acknowledges that nothing herein in this Retail Installment Contract contained shall be deemed or interpreted to restrict the rights of Seller with respect to the unfettered continued operation of any of its cemetery property. Seller and its agents and employees are to have full and absolute authority to operate, manage and control the cemetery and further, without limitations, to determine the design, type, size and location of all buildings, roads, memorials, features and improvements within the cemetery and to grade and improve the cemetery and all of the lots, spaces and niches thereof including those purchased and to be purchased hereunder. Buyer shall contact the Cemetery office prior to ordering memorials for exact specifications. A permanent outside container shall be required for all interments.
3. Burial sites are purchased for interment purposes only and not for investment or speculative reasons. Buyer may, at any time, transfer his interest in said spaces or niches; provided, Seller shall approve the transfer, and it must be recorded upon Seller's records before the transfer shall become effective.
4. Interment and memorialization shall not be permitted in burial sites not fully paid for, except by the written consent of the Seller. Buyer understands that consent herein does not waive Seller's right of reversion, and upon default, Seller may re-enter and remove all encroachments. If merchandise is used before full payment, title and interest shall not pass to the Buyer until the purchase price is fully paid, and Seller shall have the right of removal upon default.
5. Unless expressly stated herein, this Retail Installment Contract shall not include charges for interment and recording; the costs of memorials or their foundation, installation, and care; the installation of vaults or lawn crypts; or any other charges not expressly covered in this contract.
6. Upon final payment, Seller shall deliver a Cemetery deed to the Buyer for the interment rights to the spaces or niches covered by this Retail Installment Contract. Upon the signing of this contract, Seller shall deliver all burial merchandise to the Buyer at the Cemetery, and Buyer hereby accepts immediate delivery of the merchandise purchased.
7. Seller shall have three business days after Buyer signs this Agreement in which to accept the same, and Seller shall not be bound until the agreement is signed by Seller's authorized officer. Seller shall have the right to correct any errors or omissions in the proposed contract by forwarding to the Buyer a corrected copy by registered mail. This Agreement may not be assigned by the Buyer without the Seller's written consent. Seller's successors, receivers, and assigns shall be bound by the terms of this Agreement.
8. This Agreement contains all of the covenants, warranties, and agreements between the Seller and the Buyer, and shall not be modified except by written agreement of both parties. Buyer expressly understands that Seller's agents do not have the authority, expressed or implied, to modify the terms of this Agreement.
9. It is understood and agreed that this contract and Seller's interest herein may be assigned. Should Seller so assign its interest in this contract, all Buyer's payments shall be made to Seller's assignee after notice in writing is given to Buyer at the address shown on the face hereof.
10. If Buyer's payments under this contract are consolidated into a new payment schedule under a subsequent contract, this contract and Buyer's obligations hereunder shall not be discharged but shall remain in full force and effect until said obligations and the amount due hereunder are fully satisfied. All amounts paid pursuant to the subsequent contract into which the payments hereunder have been consolidated shall be allocated to the amounts due hereunder and the amounts due under the subsequent contract in the same proportion as the cash price of the goods sold hereunder bears to the total of (A) the cash price of the goods sold under the subsequent contract and (B) the cash price of the goods sold under all other contracts having payment schedules which have been consolidated into the subsequent contract or as otherwise required by applicable law.
11. Any provision of this contract which may be prohibited by law shall be ineffective to the extent so prohibited, without invalidating the remaining provisions of the contract.
12. Buyer agrees not to countermand this contract and that title of the goods sold hereunder shall remain with Seller until fully paid for and that upon default herein and cancellation, Seller or its authorized representatives can in addition to the provisions above, go upon the Cemetery site where the same is located and remove the same from said site, and Buyer hereby waives the right to any damages caused by reason of going upon said site and removing said goods from that burial site. Said goods shall be and remain personalty and shall not become part of the realty; however they may be attached thereto. It is further understood and agreed that this retail installment contract fully signed, constitutes an order upon any applicable cemetery to permit Seller to remove said goods from cemetery in the event of default as described above. The cemetery may at any time without notice, investigation, or explanation, upon demand of the Seller, which shall state to said cemetery that an event of default exists, surrender the said goods to the Seller.

NOTICE OF PROPOSED CREDIT INSURANCE

The applicable amount in item "4" herein represents the premium for Credit Insurance. If a premium is indicated, the initial amount of Credit Life Insurance is the amount indicated in item "8" herein which will decrease each month by the amount of the monthly installment. The term of the coverage is the period under which the contract payments are to be made. The insurer is _____ whose Home Office is in _____. Upon acceptance by the insurer, this insurance shall become effective as of the effective date of this contract for the coverage for which a specific premium is shown. When item "4" herein shows no premium no Credit Insurance is provided.

MUST BE SIGNED BY SELLER

SELLER'S AGREEMENT

Date _____

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to _____ or order, his, its or their right, title and interest in and to the within Contract and the property covered thereby and authorizes said assignee, or order, to do every act and thing necessary to collect and discharge the same, including the right to endorse any check or draft payable to the undersigned in connection with this obligation.

WITHOUT RECOURSE

This assignment is made WITHOUT RECOURSE, except as to the following warranties and conditions, to wit: that the said contract is a bona fide one and was actually executed by the person named therein as Buyer; that said Buyer was of legal age and competent to execute said contract at the time of the execution thereof; that the property which is the subject of said contract is truly and accurately described therein; that the amount recited in said contract as having been received upon the signing thereof as part of the purchase price of said property was actually paid in cash; that we have the full and complete title to said property subject only to the rights of said Buyer which exists under and by virtue of the terms of said contract; that the amount owing upon said contract at the time of its execution is correctly stated therein; that there are no recoupments, counterclaims or setoffs on the part of said Buyer against the same; that there have been no representations or warranties made to said Buyer which are not contained in said contract. Should any of the foregoing representations or warranties be false, then we agree to purchase on demand from said assignee said contract for the amount of the then unpaid balance on said contract. We consent to extensions of payments or alterations of said contract which may be made by the assignee.

WITH RECOURSE

The undersigned GUARANTEES the within contract and the property described therein as being delivered and accepted on _____; subject only to the rights of the Buyer set forth in said contract. I guarantee the terms of said contract, and all costs, including reasonable attorney's fees, incurred in collecting the money or attempting the collection thereof, or the enforcement of any right under said contract or under this guarantee, and I hereby consent that extensions as to the time of payment may be made to the Buyer, either before or after maturity, or that the said contract may be changed in any other particular without in any manner releasing me from liability. I agree that my obligations hereunder shall be enforceable even though the assignee's right to enforce the said contract, or any provision thereof, be suspended or impaired by any statute or otherwise, and hereby waive all statutes of limitation and the defense thereof.

Seller

Seller

BY _____

BY _____

WITNESS _____

WITNESS _____

RECEIVED OF *▶ Mrs Betty Waggoner*
 ACCOUNT NO. *▶*

DATE	SYMBOLS	CHARGES/INTEREST	AMOUNT PAID	BALANCE
10/26/82		272.00	272.00	-0-
<i>paid in full Oct 26, 1982</i>				

Entertainment Recording
MARKER \$ 576.45

GRACELAND CEMETERY
 BY *Donald D. Collins*

ADMINISTRATION BLDG.
 2101 NORTH OAKLAND AVENUE
 DECATUR, ILLINOIS
 PHONE 429-5439

WILMA HAMBRECHT OR 0780 400
 BETTY R. WAGGONER
 2200 N. VERMILION ST. APT. 511
 DANVILLE, IL 61832

26 Oct 19 82 70-71/711

PAY TO THE ORDER OF *Graceland Cemetery* \$ *848.45*

Eight hundred forty eight and 45/100 DOLLARS

FIRST BANK

The FIRST National Bank of Decatur
 130 n. water decatur illinois 62525 424-1111

FOR *marker/opening grave* *Betty R. Waggoner*

⑆07⑆1⑆00⑆7⑆4⑆0⑆00⑆10⑆194⑆177⑆1⑆06 ⑆0000084845⑆